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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

TRACEY GIARDINI, CRAIG GIARDINI and CRAIGS CAR CARE CENTER, Plaintiffs, v. THE BANKRUPTCY ESTATE OF CENTEREACH DEV. CORP., GULF OIL LIMITED PARTNERSHIP and CUMBERLAND FARMS, INC., Defendants.	Adv. Proc. No. 15-08013-ast **ANSWER AND AFFIRMATIVE DEFENSES**
In re: A&B MART & SERVICE, INC. BOHEMIA DEVELOPMENT CORP. CENTEREACH DEVELOPMENT CORP. CORAM ASSOCIATES CORP. HAUPPAUGE DEVELOPMENT CORP. NORTHPORT ENTERPRISES INC. VALLEY STREAM ENTERPRISES INC. Debtors.	Chapter 7 Case No. : 15-70118-ast Case No. : 15-70119-ast Case No. : 15-70120-ast Case No. : 15-70121-ast Case No.: 15-70122-ast Case No. : 15-70123-ast Case No. : 15-70124-ast (Jointly Administered)

Cumberland Farms, Inc. and Gulf Oil Limited Partnership (together "Gulf"), by and through their attorneys, McCusker, Anselmi, Rosen & Carvelli, P.C. and the Law Offices of William S. Katchen, as and for their answer to the Complaint of Plaintiffs Craig Giardini and Tracey Giardini d/b/a Craigs Car Care Center, allege as follows:

1. Gulf admits the allegations contained in Paragraph 1 of Plaintiffs' Complaint.

2. Gulf denies the allegations contained in Paragraph 2 of Plaintiffs' Complaint and reserves all its rights with regard to the Bankruptcy Court's jurisdiction over these jointly administered Chapter 7 cases.

3. Gulf admits the allegations contained in Paragraph 3 of Plaintiffs' Complaint.

4. Gulf admits the allegations contained in Paragraph 4 of Plaintiffs' Complaint.

5. Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 5 of Plaintiffs' Complaint. The April 28, 2010 Agreement of Sub-Lease and the March 2013 Lease Extension and Modification Agreement speak for themselves. To the extent Plaintiffs allege they currently have a legal right to the Centereach Development Corp. premises, the franchise agreement between Gulf and Centereach Development Corp. was terminated in December 2014 or January 2015, and the property lease at the Centereach Development Corp. premises expired on January 31, 2015.

6. The April 28, 2010 Agreement of Sub-Lease speaks for itself.

7. The April 28, 2010 Agreement of Sub-Lease speaks for itself.

8. Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 8 of Plaintiffs' Complaint. The April 28, 2010 Agreement of Sub-Lease speaks for itself.

9. Gulf denies the allegation contained in Paragraph 9 of Plaintiffs' Complaint that "Tenant was and continues to be current on all of its rent obligations." Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 9 of Plaintiffs' Complaint.

10. Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 10 of Plaintiffs' Complaint. The April 28, 2010 Agreement of Sub-Lease speaks for itself.

11. Gulf denies the allegations contained in Paragraph 11 of Plaintiffs' Complaint.

12. Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 12 of Plaintiffs' Complaint. The April 28, 2010 Agreement of Sub-Lease speaks for itself.

13. The January 21, 2015 Correspondence speaks for itself.

14. Plaintiffs were on notice of the January 13, 2015 Motion since at least January 21, 2015, and Plaintiffs filed the instant Complaint and a Motion for a Restraining Order -- which was granted -- just days later. Plaintiffs were not prejudiced by the time or manner of service of Gulf's January 13, 2015 Motion. Gulf denies the remaining allegations contained in Paragraph 14 of Plaintiffs' Complaint. Further, Centereach Development Corp. has been in the control of the Chapter 7 trustee since January 13, 2015, and the trustee sold its assets on June 16, 2015. Accordingly, Gulf is not a proper party herein.

15. Gulf denies the allegations contained in Paragraph 15 of Plaintiffs' Complaint. The January 20, 2015 Order speaks for itself. Further, Centereach Development Corp. has been in the control of the Chapter 7 trustee since January 13, 2015, and the trustee sold its assets on June 16, 2015. Accordingly, Gulf is not a proper party herein. Even further, the Bankruptcy Court granted

Plaintiffs' Motion for a Restraining Order on February 18, 2015 and Gulf ultimately took no action against the Plaintiffs.

16. The allegations contained in Paragraph 16 state legal conclusions to which no response is necessary. Furthermore, to the extent this paragraph refers to certain sections of the Bankruptcy Code, the Bankruptcy Code speaks for itself.

17. Gulf denies the allegations contained in Paragraph 17 of Plaintiffs' Complaint.

18. Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 18 of Plaintiffs' Complaint.

19. The Motion for a Restraining Order speaks for itself.

20. Gulf is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 20 of Plaintiffs' Complaint.

AFFIRMATIVE DEFENSES

Gulf adopts and incorporates by reference the affirmative defenses pleaded by all other parties.

WHEREFORE, Defendants Cumberland Farms, Inc. and Gulf Oil Limited Partnership demand judgment: (i) dismissing the Complaint of Plaintiffs Craig Giardini and Tracey Giardini d/b/a Craigs Car Care Center in its entirety; and (2) for such other and further relief as this Court deems just and proper.

Respectfully submitted,

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By: /s/ Bruce S. Rosen
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Dated: June 24, 2015